

1
2
3
4
5
6
7
8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA
10

11 LARENZO LOTT,

12 Plaintiff,

13 v.

14 BSI FINANCIAL SERVICES INC.;
15 EQUIFAX INFORMATION
16 SERVICES, LLC; EXPERIAN
INFORMATION SOLUTIONS, INC.;
and TRANS UNION, LLC,

17 Defendants.
18

Case No. 5:23-cv-00269-SSS-SHK

**STIPULATED PROTECTIVE
ORDER**

19 IT IS HEREBY STIPULATED by and between Plaintiff Lorenzo Lott
20 (“Plaintiff”) and Defendants Experian Information Solutions, Inc. (“Experian”), BSI
21 Financial Services, Inc. (“BSI”), and Equifax Information Services, LLC
22 (“Equifax”), through their respective attorneys of record, as follows:

23 1. PRELIMINARY MATTERS

24 A. PURPOSES AND LIMITATIONS

25 Discovery in this action is likely to involve production of confidential,
26 proprietary, or private information for which special protection from public
27
28

1 disclosure and from use for any purpose other than prosecuting this litigation may be
2 warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter
3 the following Stipulated Protective Order. The parties acknowledge that this Order
4 does not confer blanket protections on all disclosures or responses to discovery and
5 that the protection it affords from public disclosure and use extends only to the
6 limited information or items that are entitled to confidential treatment under the
7 applicable legal principles. The parties further acknowledge, as set forth in Section
8 12.3, below, that this Stipulated Protective Order does not entitle them to file
9 confidential information under seal; Civil Local Rule 79-5 sets forth the procedures
10 that must be followed and the standards that will be applied when a party seeks
11 permission from the court to file material under seal.

12 B. GOOD CAUSE STATEMENT

13 This action is likely to involve trade secrets, confidential research,
14 development, technology, and/or other proprietary information belonging to
15 Defendants, and/or personal income, credit, and other confidential information
16 belonging to Plaintiff, for which special protection from public disclosure and from
17 use for any purpose other than prosecution of this action is warranted. Such
18 confidential and proprietary materials and information consist of, among other
19 things, confidential business or financial information, information regarding
20 confidential business practices, or other confidential research, development, or
21 commercial information (including information implicating privacy rights of third
22 parties), information otherwise generally unavailable to the public, or which may be
23 privileged or otherwise protected from disclosure under state or federal statutes, court
24 rules, case decisions, or common law. Accordingly, to expedite the flow of
25 information, to facilitate the prompt resolution of disputes over confidentiality of
26 discovery materials, to adequately protect information the parties are entitled to keep
27 confidential, to ensure that the parties are permitted reasonable necessary uses of such
28

1 material in preparation for and in the conduct of trial, to address their handling at the
2 end of the litigation, and serve the ends of justice, a protective order for such
3 information is justified in this matter. It is the intent of the parties that information
4 will not be designated as confidential for tactical reasons and that nothing be so
5 designated without a good faith belief that it has been maintained in a confidential,
6 non-public manner, and there is good cause why it should not be part of the public
7 record of this case.

8 2. DEFINITIONS

9 2.1 Action: This pending federal lawsuit, titled *Lorenzo Lott v. BSI*
10 *Financial Services Inc., et al.*, Case No. 5:23-cv-00269-SSS-SHK.

11 2.2 Challenging Party: a Party or Non-Party that challenges the designation
12 of information or items under this Order.

13 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
14 how it is generated, stored or maintained) or tangible things that qualify for protection
15 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good
16 Cause Statement.

17 2.3 “CONFIDENTIAL—ATTORNEYS’ EYES ONLY” Information or
18 Items: information (regardless of how it is generated, stored or maintained) or
19 tangible things that a Producing Party believes in good faith that, despite the
20 provisions of this Protective Order, pose a substantial risk of identifiable harm to the
21 Producing Party if disclosed to all other parties or non-parties to this action.

22 2.5 Counsel: Outside Counsel of Record and House Counsel (as well as
23 their support staff).

24 2.6 Designating Party: a Party or Non-Party that designates information or
25 items that it produces in disclosures or in responses to discovery as
26 “CONFIDENTIAL” or “CONFIDENTIAL—ATTORNEY’S EYES ONLY.”

27 2.7 Disclosure or Discovery Material: all items or information, regardless
28

1 of the medium or manner in which it is generated, stored, or maintained (including,
2 among other things, testimony, transcripts, and tangible things), that are produced or
3 generated in disclosures or responses to discovery in this matter.

4 2.8 Expert: a person with specialized knowledge or experience in a matter
5 pertinent to the litigation who has been retained by a Party or its counsel to serve as
6 an expert witness or as a consultant in this Action.

7 2.9 House Counsel: attorneys who are employees of a party to this Action.
8 House Counsel does not include Outside Counsel of Record or any other outside
9 counsel.

10 2.10 Non-Party: any natural person, partnership, corporation, association, or
11 other legal entity not named as a Party to this action.

12 2.11 Outside Counsel of Record: attorneys who are not employees of a party
13 to this Action but are retained to represent or advise a party to this Action and have
14 appeared in this Action on behalf of that party or are affiliated with a law firm which
15 has appeared on behalf of that party, and includes support staff.

16 2.12 Party: any party to this Action, including all of its officers, directors,
17 employees, consultants, retained experts, and Outside Counsel of Record (and their
18 support staffs).

19 2.13 Producing Party: a Party or Non-Party that produces Disclosure or
20 Discovery Material in this Action.

21 2.14 Professional Vendors: persons or entities that provide litigation support
22 services (e.g., photocopying, videotaping, translating, preparing exhibits or
23 demonstrations, and organizing, storing, or retrieving data in any form or medium)
24 and their employees and subcontractors.

25 2.15 Protected Material: any Disclosure or Discovery Material that is
26 designated as “CONFIDENTIAL” or “CONFIDENTIAL—ATTORNEYS’ EYES
27 ONLY.”
28

1 2.16 Receiving Party: a Party that receives Disclosure or Discovery Material
2 from a Producing Party.

3 3. SCOPE

4 The protections conferred by this Stipulation and Order cover not only
5 Protected Material (as defined above), but also (1) any information copied or
6 extracted from Protected Material; (2) all copies, excerpts, summaries, or
7 compilations of Protected Material; and (3) any testimony, conversations, or
8 presentations by Parties or their Counsel that might reveal Protected Material.

9 Any use of Protected Material at trial shall be governed by the orders of the
10 trial judge. This Order does not govern the use of Protected Material at trial.

11 4. DURATION

12 Even after final disposition of this litigation, the confidentiality obligations
13 imposed by this Order shall remain in effect until a Designating Party agrees
14 otherwise in writing or a court order otherwise directs. Final disposition shall be
15 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with
16 or without prejudice; and (2) final judgment herein after the completion and
17 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
18 including the time limits for filing any motions or applications for extension of time
19 pursuant to applicable law.

20 5. DESIGNATING PROTECTED MATERIAL

21 5.1 Exercise of Restraint and Care in Designating Material for Protection.
22 Each Party or Non-Party that designates information or items for protection under
23 this Order must take care to limit any such designation to specific material that
24 qualifies under the appropriate standards. The Designating Party must designate for
25 protection only those parts of material, documents, items, or oral or written
26 communications that qualify so that other portions of the material, documents, items,
27 or communications for which protection is not warranted are not swept unjustifiably
28

1 within the ambit of this Order.

2 Mass, indiscriminate, or routinized designations are prohibited. Designations
3 that are shown to be clearly unjustified or that have been made for an improper
4 purpose (e.g., to unnecessarily encumber the case development process or to impose
5 unnecessary expenses and burdens on other parties) may expose the Designating
6 Party to sanctions.

7 If it comes to a Designating Party's attention that information or items that it
8 designated for protection do not qualify for protection, that Designating Party must
9 promptly notify all other Parties that it is withdrawing the inapplicable designation.

10 5.2 Manner and Timing of Designations. Except as otherwise provided in
11 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
12 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
13 under this Order must be clearly so designated before the material is disclosed or
14 produced.

15 Designation in conformity with this Order requires:

16 (a) for information in documentary form (e.g., paper or electronic documents,
17 but excluding transcripts of depositions or other pretrial or trial proceedings), that the
18 Producing Party affix at a minimum, the legend "CONFIDENTIAL" (hereinafter
19 "CONFIDENTIAL legend") or "CONFIDENTIAL—ATTORNEYS' EYES
20 ONLY" (hereinafter "CONFIDENTIAL—ATTORNEYS' EYES ONLY legend"),
21 to each page that contains protected material. If only a portion or portions of the
22 material on a page qualifies for protection, the Producing Party also must clearly
23 identify the protected portion(s) (e.g., by making appropriate markings in the
24 margins).

25 A Party or Non-Party that makes original documents available for inspection
26 need not designate them for protection until after the inspecting Party has indicated
27 which documents it would like copied and produced. During the inspection and
28

1 before the designation, all of the material made available for inspection shall be
2 deemed “CONFIDENTIAL.” After the inspecting Party has identified the documents
3 it wants copied and produced, the Producing Party must determine which documents,
4 or portions thereof, qualify for protection under this Order. Then, before producing
5 the specified documents, the Producing Party must affix the “CONFIDENTIAL
6 legend” or “CONFIDENTIAL—ATTORNEYS’ EYES ONLY legend” to each page
7 that contains Protected Material. If only a portion or portions of the material on a
8 page qualifies for protection, the Producing Party also must clearly identify the
9 protected portion(s) (e.g., by making appropriate markings in the margins).

10 (b) for testimony given in depositions that the Designating Party identify the
11 Disclosure or Discovery Material on the record, before the close of the deposition all
12 protected testimony.

13 (c) for information produced in some form other than documentary and for
14 any other tangible items, that the Producing Party affix in a prominent place on the
15 exterior of the container or containers in which the information is stored the legend
16 “CONFIDENTIAL” or “CONFIDENTIAL—ATTORNEYS’ EYES ONLY.” If only
17 a portion or portions of the information warrants protection, the Producing Party, to
18 the extent practicable, shall identify the protected portion(s).

19 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
20 failure to designate qualified information or items does not, standing alone, waive
21 the Designating Party’s right to secure protection under this Order for such material.
22 Upon timely correction of a designation, the Receiving Party must make reasonable
23 efforts to assure that the material is treated in accordance with the provisions of this
24 Order.

25 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

26 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
27 designation of confidentiality at any time that is consistent with the Court’s
28

1 Scheduling Order.

2 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
3 resolution process under Local Rule 37.1 et seq.

4 6.3 The burden of persuasion in any such challenge proceeding shall be on
5 the Designating Party. Frivolous challenges, and those made for an improper purpose
6 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
7 expose the Challenging Party to sanctions. Unless the Designating Party has waived
8 or withdrawn the confidentiality designation, all parties shall continue to afford the
9 material in question the level of protection to which it is entitled under the Producing
10 Party's designation until the Court rules on the challenge.

11 7. ACCESS TO AND USE OF PROTECTED MATERIAL

12 7.1 Basic Principles. A Receiving Party may use Protected Material that is
13 disclosed or produced by another Party or by a Non-Party in connection with this
14 Action only for prosecuting, defending, or attempting to settle this Action. Such
15 Protected Material may be disclosed only to the categories of persons and under the
16 conditions described in this Order. When the Action has been terminated, a Receiving
17 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

18 Protected Material must be stored and maintained by a Receiving Party at a
19 location and in a secure manner that ensures that access is limited to the persons
20 authorized under this Order.

21 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
22 otherwise ordered by the court or permitted in writing by the Designating Party, a
23 Receiving Party may disclose any information or item designated
24 "CONFIDENTIAL" only to:

25 (a) the Receiving Party's Outside Counsel of Record in this Action, as well as
26 employees of said Outside Counsel of Record to whom it is reasonably necessary to
27 disclose the information for this Action;

28

1 (b) the officers, directors, and employees (including House Counsel) of the
2 Receiving Party to whom disclosure is reasonably necessary for this Action;

3 (c) Experts (as defined in this Order) of the Receiving Party to whom
4 disclosure is reasonably necessary for this Action and who have signed the
5 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

6 (d) the court and its personnel;

7 (e) court reporters and their staff;

8 (f) professional jury or trial consultants, mock jurors, and Professional
9 Vendors to whom disclosure is reasonably necessary for this Action and who have
10 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

11 (g) the author or recipient of a document containing the information or a
12 custodian or other person who otherwise possessed or knew the information;

13 (h) during their depositions, witnesses, and attorneys for witnesses, in the
14 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
15 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will
16 not be permitted to keep any confidential information unless they sign the
17 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
18 agreed by the Designating Party or ordered by the court. Pages of transcribed
19 deposition testimony or exhibits to depositions that reveal Protected Material may be
20 separately bound by the court reporter and may not be disclosed to anyone except as
21 permitted under this Stipulated Protective Order; and

22 (i) any mediator or settlement officer, and their supporting personnel, mutually
23 agreed upon by any of the parties engaged in settlement discussions.

24 7.3 Disclosure of “CONFIDENTIAL—ATTORNEYS’ EYES ONLY”
25 Information or Items: Except with the prior written consent of the Designating Party,
26 or pursuant to prior Order after notice, any document, transcript or pleading given
27 “CONFIDENTIAL—ATTORNEYS’ EYES ONLY” treatment under this Order, and
28

1 any information contained in or derived from any such materials (including but not
2 limited to, all deposition testimony that refers to, reflects or otherwise discusses any
3 information designated “CONFIDENTIAL—ATTORNEYS’ EYES ONLY”
4 hereunder) may not be disclosed other than in accordance with this Order and may
5 not be disclosed to any person other than:

6 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well as
7 employees of said Outside Counsel of Record to whom it is reasonably necessary to
8 disclose the information for this Action and who have signed the “Acknowledgment
9 and Agreement to Be Bound” (Exhibit A);

10 (b) Experts (as defined in this Order) of the Receiving Party to whom
11 disclosure is reasonably necessary for this Action and who have signed the
12 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

13 (c) the Court, its personnel, and members of the jury;

14 (d) court reporters, their staffs, and professional vendors to whom disclosure
15 is reasonably necessary for this Action and who have signed the “Acknowledgment
16 and Agreement to Be Bound” (Exhibit A); and

17 (e) the author of the document or the original source of the information.

18 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
19 IN OTHER LITIGATION

20 If a Party is served with a subpoena or a court order issued in other litigation
21 that compels disclosure of any information or items designated in this Action as
22 “CONFIDENTIAL” or “CONFIDENTIAL—ATTORNEYS’ EYES ONLY,” that
23 Party must:

24 (a) promptly notify in writing the Designating Party. Such notification shall
25 include a copy of the subpoena or court order;

26 (b) promptly notify in writing the party who caused the subpoena or order to
27 issue in the other litigation that some or all of the material covered by the subpoena
28

1 or order is subject to this Protective Order. Such notification shall include a copy of
2 this Stipulated Protective Order; and

3 (c) cooperate with respect to all reasonable procedures sought to be pursued
4 by the Designating Party whose Protected Material may be affected.

5 If the Designating Party timely seeks a protective order, the Party served with
6 the subpoena or court order shall not produce any information designated in this
7 action as “CONFIDENTIAL” or “CONFIDENTIAL—ATTORNEYS’ EYES
8 ONLY” before a determination by the court from which the subpoena or order issued,
9 unless the Party has obtained the Designating Party’s permission. The Designating
10 Party shall bear the burden and expense of seeking protection in that court of its
11 confidential material and nothing in these provisions should be construed as
12 authorizing or encouraging a Receiving Party in this Action to disobey a lawful
13 directive from another court.

14 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
15 PRODUCED IN THIS LITIGATION

16 (a) The terms of this Order are applicable to information produced by a Non-
17 Party in this Action and designated as “CONFIDENTIAL” or “CONFIDENTIAL—
18 ATTORNEYS’ EYES ONLY.” Such information produced by Non-Parties in
19 connection with this litigation is protected by the remedies and relief provided by this
20 Order. Nothing in these provisions should be construed as prohibiting a Non-Party
21 from seeking additional protections.

22 (b) In the event that a Party is required, by a valid discovery request, to
23 produce a Non-Party’s confidential information in its possession, and the Party is
24 subject to an agreement with the Non-Party not to produce the Non-Party’s
25 confidential information, then the Party shall:

26 (1) promptly notify in writing the Requesting Party and the Non-Party
27 that some or all of the information requested is subject to a
28

1 confidentiality agreement with a Non-Party;

2 (2) promptly provide the Non-Party with a copy of the Stipulated
3 Protective Order in this Action, the relevant discovery request(s), and a
4 reasonably specific description of the information requested; and

5 (3) make the information requested available for inspection by the Non-
6 Party, if requested.

7 (c) If the Non-Party fails to seek a protective order from this court within 14
8 days of receiving the notice and accompanying information, the Receiving Party may
9 produce the Non-Party's confidential information responsive to the discovery
10 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
11 not produce any information in its possession or control that is subject to the
12 confidentiality agreement with the Non-Party before a determination by the court.
13 Absent a court order to the contrary, the Non-Party shall bear the burden and expense
14 of seeking protection in this court of its Protected Material.

15 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

16 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
17 Protected Material to any person or in any circumstance not authorized under this
18 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
19 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
20 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or
21 persons to whom unauthorized disclosures were made of all the terms of this Order,
22 and (d) request such person or persons to execute the "Acknowledgment and
23 Agreement to Be Bound" that is attached hereto as Exhibit A.

24 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
25 PROTECTED MATERIAL

26 When a Producing Party gives notice to Receiving Parties that certain
27 inadvertently produced material is subject to a claim of privilege or other protection,
28

1 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
2 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
3 may be established in an e-discovery order that provides for production without prior
4 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
5 parties reach an agreement on the effect of disclosure of a communication or
6 information covered by the attorney-client privilege or work product protection, the
7 parties may incorporate their agreement in the stipulated protective order submitted
8 to the court.

9 12. MISCELLANEOUS

10 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
11 person to seek its modification by the Court in the future.

12 12.2 Right to Assert Other Objections. By stipulating to the entry of this
13 Protective Order no Party waives any right it otherwise would have to object to
14 disclosing or producing any information or item on any ground not addressed in this
15 Stipulated Protective Order. Similarly, no Party waives any right to object on any
16 ground to use in evidence of any of the material covered by this Protective Order.

17 12.3 Filing Protected Material. A Party that seeks to file under seal any
18 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
19 only be filed under seal pursuant to a court order authorizing the sealing of the
20 specific Protected Material at issue. If a Party's request to file Protected Material
21 under seal is denied by the court, then the Receiving Party may file the information
22 in the public record unless otherwise instructed by the court.

23 13. FINAL DISPOSITION

24 After the final disposition of this Action, as defined in paragraph 4, within 60
25 days of a written request by the Designating Party, each Receiving Party must return
26 all Protected Material to the Producing Party or destroy such material. As used in this
27 subdivision, "all Protected Material" includes all copies, abstracts, compilations,
28

1 summaries, and any other format reproducing or capturing any of the Protected
2 Material. Whether the Protected Material is returned or destroyed, the Receiving
3 Party must submit a written certification to the Producing Party (and, if not the same
4 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies
5 (by category, where appropriate) all the Protected Material that was returned or
6 destroyed and (2) affirms that the Receiving Party has not retained any copies,
7 abstracts, compilations, summaries or any other format reproducing or capturing any
8 of the Protected Material. Notwithstanding this provision, Counsel are entitled to
9 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing
10 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
11 reports, attorney work product, and consultant and expert work product, even if such
12 materials contain Protected Material. Any such archival copies that contain or
13 constitute Protected Material remain subject to this Protective Order as set forth in
14 Section 4 (DURATION).

15 14. Any violation of this Order may be punished by any and all appropriate
16 measures including, without limitation, contempt proceedings and/or monetary
17 sanctions.

18
19 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

20 Dated: September 15, 2023

LOKER LAW, APC

21 By: /s/ Matthew M. Loker

22 Matthew M. Loker

23 Attorneys for Plaintiff
24 LARENZO LOTT
25
26
27
28

1 Dated: September 29, 2023

JONES DAY

2 By: /s/ Hannah H. Ohara
3 Hannah H. Ohara

4 Attorneys for Defendant
5 EXPERIAN INFORMATION
6 SOLUTIONS, INC.

7 Dated: September 15, 2023

MAURICE WUTSCHER LLP

8 By: /s/ Patrick J. Kane
9 Patrick J. Kane

10 Attorneys for Defendant
11 SERVIS ONE, INC. d/b/a BSI
12 FINANCIAL SERVICES

13 Dated: September 25, 2023

SEYFARTH SHAW LLP

14 By: /s/ Theodore E. Roethke
15 Theodore E. Roethke

16 Attorneys for Defendant
17 EQUIFAX INFORMATION
18 SERVICES, LLC

19 **SIGNATURE CERTIFICATION**

20 Pursuant to Local Rule 5-4.3.4(a)(2) of the Central District of California, I
21 hereby certify that the content of this document is acceptable to Matthew Loker,
22 counsel for Plaintiff Lorenzo Lott, and all other defense counsel, and that I have
23 obtained their authorization to affix their electronic signatures to this document.

24 Dated: September 29, 2023

JONES DAY

25 By: /s/ Hannah H. Ohara
26 Hannah H. Ohara

27 Attorneys for Defendant
28 EXPERIAN INFORMATION
SOLUTIONS, INC.

1 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

2
3 Dated: 9/29/23



4 Hon. Shashi H. Kewalramani
5 United States Magistrate Judge
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, _____ [print or type full name], of
 _____ [print or type full address], declare
 under penalty of perjury that I have read in its entirety and understand the Stipulated
 Protective Order that was issued by the United States District Court for the Central
 District of California on _____ in the case of *Lorenzo Lott v. BSI Financial
 Services, Inc., et al.*, Case No. 5:23-cv-00269-SSS-SHK. I agree to comply with and
 to be bound by all the terms of this Stipulated Protective Order and I understand and
 acknowledge that failure to so comply could expose me to sanctions and punishment
 in the nature of contempt. I solemnly promise that I will not disclose in any manner
 any information or item that is subject to this Stipulated Protective Order to any
 person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court
 for the Central District of California for the purpose of enforcing the terms of this
 Stipulated Protective Order, even if such enforcement proceedings occur after
 termination of this action. I hereby appoint _____ [print or
 type full name] of _____ [print or type full
 address and telephone number] as my California agent for service of process in
 connection with this action or any proceedings related to enforcement of this
 Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____